

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Broadcast Electronics, Inc.		12/31/2009	CORPORATION:

RECEIVING PARTY DATA

Name:	BEI Electronics, LLC
Street Address:	4100 N. 24th Street
City:	Quincy
State/Country:	ILLINOIS
Postal Code:	62305
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3297847	TRE MESSAGE MANAGER
Registration Number:	3179982	THE RADIO EXPERIENCE
Registration Number:	3031273	XPI 10
Registration Number:	3154592	4 MX
Registration Number:	3494359	BIG PIPE
Registration Number:	2811222	SONI XTREAM
Registration Number:	2566716	VAULT XPRESS
Registration Number:	2657327	PLUG N PLAY
Registration Number:	2513996	BROADCAST ELECTRONICS
Registration Number:	2732506	VAULT2
Registration Number:	2167395	MARTI
Registration Number:	1783908	AUDIOVAULT
Registration Number:	1611115	CELLCAST
Registration Number:	1401982	BE

OP \$365.00 3297847

CORRESPONDENCE DATA

Fax Number: 2172231005

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 217-223-3030

Email: dpenn@srm.com

Correspondent Name: David G. Penn

Address Line 1: 525 Jersey Street

Address Line 4: Quincy, ILLINOIS 62301

NAME OF SUBMITTER:	David G. Penn
Signature:	/David G. Penn/
Date:	10/09/2012

Total Attachments: 4

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ASSET TRANSFER AGREEMENT

THIS ASSET TRANSFER AGREEMENT (this "Agreement") is made and entered into as of December 31, 2009 (the "Effective Date") by and between BROADCAST ELECTRONICS, INC., a Delaware corporation, ("Transferor") and BEI ELECTRONICS LLC, a Delaware limited liability company ("Transferee").

RECITALS

- A. Transferor and Transferee are wholly-owned subsidiaries of FC Crestone BEI LLC, a Delaware limited liability company.
- B. Transferor owns and operates a radio equipment manufacturing business commonly known as "Broadcast Electronics."
- C. Transferor desires to transfer all of Transferor's assets and liabilities to Transferee and Transferee desires to acquire and assume all such assets and liabilities from Transferor, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the parties' respective covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the parties agree as follows:

1. Transferred Assets. Transferor hereby transfers, conveys and assigns to Transferee and Transferee hereby accepts from Transferor all of Transferor's right, title and interest in and to all properties, assets, and rights of every nature, kind and description, tangible and intangible (including goodwill), whether real or personal, and whether accrued or contingent, owned or held by Transferor as of the Effective Date, including without limitation, all of the following items (collectively, the "Transferred Assets"):
- (a) all machinery, equipment, furniture, furnishings, vehicles, tools, dies, molds and part of similar property (including but not limited to, any of the foregoing purchased subject to any conditional sales or title retention agreement in favor of any other person);
 - (b) all inventories or raw materials, works in process, finished products, goods, spare parts, replacement and component parts, and office and other supplies, including inventories held at any location controlled by Transferor and inventories previously purchased and in transit to Transferor;
 - (c) all rights in and to products sold or leased (including, but not limited to, products hereafter returned or repossessed and unpaid Transferors' rights of rescission, replevin, reclamation and rights to stoppage in transit);
 - (d) all rights of Transferor under any contracts, arrangements, licenses, leases or other agreements, including, without limitation, any right to receive payment for products sold

or services rendered, and to receive goods and services, pursuant to such agreements and to assert claims and take other rightful actions in respect of breaches, defaults and other violations of such contracts, arrangements, licenses, leases and other agreements and otherwise;

(e) all credits, prepaid expenses, deferred charges, advance payments, security deposits and prepaid items;

(f) all monies, notes and accounts receivable held by Transferor and all notes, bonds and other evidence of indebtedness of and to receive payments from any person held by Transferor;

(g) all United States and foreign: (i) patents (including design patents, industrial designs and utility models) and patent applications (including docketed patent disclosures awaiting filing, reissues, divisions, continuations-in-part and extensions), patent disclosures awaiting filing determination, inventions and improvements thereto; (ii) trademarks, service marks, trade names, inventions, trade dress, logos, business and product names, slogans and registration and application for registration thereof; (iii) copyrights (including software) and registrations thereof; (iv) inventions, processes, designs, formulae, trade secrets, know how, industrial models, confidential and technical information, manufacturing, engineering and technical drawings, product specifications and confidential business information; (v) intellectual property rights similar to any of the foregoing; and (vi) copies and tangible embodiments thereof (in whatever form or medium, including electronic media) and all rights thereunder or in respect thereof primarily relating to and used or held for use in connection with the business of Transferor, including but not limited to, rights to sue for and remedies against past, present and future infringements thereof, and the rights of priority and protection of interests therein under the laws of any jurisdiction worldwide and all tangible embodiments thereof;

(h) all books, records, manuals and other materials (in any form or medium, including, but not limited to, advertising materials, catalogues, price lists, correspondence, mailing lists, lists of customers, distribution lists, photographs, production data, sales and promotional materials and records, purchasing materials and records, personnel records, manufacturing and quality control records and procedures, blueprints, research and development files, records, data and laboratory books, intellectual property disclosures, media materials and plates, accounting records, sales and order files and litigation files;

(i) to the extent their transfer is permitted by law, all governmental approvals, including all applications therefor;

(j) all real property and all licenses, permits, approvals and qualifications relating to any real property issued to Transferor by any governmental authority;

(k) all rights to causes of action, lawsuits, judgments, claims and demands of any nature available to or being pursued by Transferor with respect to the business or the ownership, use function or value of any Transferred Asset, whether arising by way of counterclaim or otherwise; and

(l) all guarantees, warranties, indemnities and similar rights in favor of Transferor with respect to any Transferred Asset.

2. Assumed Liabilities. Transferor hereby transfers, conveys and assigns to Transferee and Transferee hereby assumes from Transferor and agrees to pay, perform and discharge any and all debts, obligations and liabilities of Transferee relating to or arising from all or any portion of the Transferred Assets or otherwise accruing prior to the Effective Date (the "Assumed Liabilities").

3. Duties of the Parties. Transferor and Transferee shall in good faith cooperate with each other and shall execute and deliver such additional documents as may be required to further confirm the transfer of the Transferred Assets and assumption of the Assumed Liabilities in accordance with this Agreement.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Severability. If any of the provisions contained in this Agreement are held to be unenforceable, this Agreement shall be construed without such provisions.

6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware.

7. Entire Agreement. This Agreement represents the entire agreement and understanding between the parties and supersedes all other prior agreements and understandings, both written and oral, between the parties, with respect to the subject matter hereof. This Agreement may not be amended, modified or revoked, except by a written instrument signed by both parties.

*(Remainder of Page Intentionally Left Blank;
Signature Page Follows)*

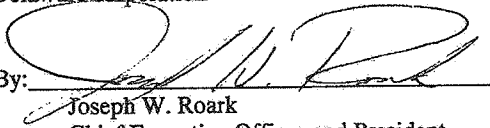


IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above.

TRANSFEROR:

BROADCAST ELECTRONICS, INC., a
Delaware corporation

By:

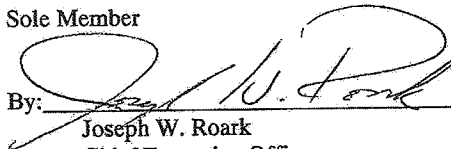

Joseph W. Roark
Chief Executive Officer and President

TRANSFeree:

BEI ELECTRONICS LLC, a
Delaware limited liability company

By: FC Crestone BEI LLC
Its: Sole Member

By:


Joseph W. Roark
Chief Executive Officer